



#7

S/N 09/778,973

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: GOEDEL Examiner: SWINEHART, E.
Serial No.: 09/778,973 Group Art Unit: 3617
Filed: FEBRUARY 6, 2001 Docket No.: 12570.1USC1
Title: PHOSPHORESCENT MARINE PRODUCTS

CERTIFICATE UNDER 37 CFR 1.8:

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail, with sufficient postage, in an envelope addressed to: Commissioner for Patents, Washington, D.C. 20231 on July 2 2001.

Shannon M. Stang
Name SHANNON M. STANG

TECHNOLOGY CENTER 2800

*Terminal
Disclaimer
7/23/01
HMM*

RECEIVED

JUL 12 2001

TERMINAL DISCLAIMER TO OBVIATE
A DOUBLE PATENTING REJECTION

Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

Petitioner, MarineGlo Corporation, a corporation organized and existing under the laws of the State of Minnesota and having its primary place of business at 12790 Primrose Lane, Suite 215, Eden Prairie, Minnesota 55334 represents that it is the owner of the entire right, title and interest in U.S. Patent Serial No. 6,253,698, issued on July 3, 2001 and entitled PHOSPHORESCENT MARINE PRODUCTS, by virtue of our assignment recorded at Reel 9576, Frame(s) 0475. Attached herewith is a Certificate under 37 C.F.R. § 3.73(b) establishing MarineGlo Corporation's right as assignee to take action.

Petitioner, MarineGlo Corporation, hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of U.S. Patent No. 6,253,698 and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same

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as the legal title to U.S. Patent No. 6,253,698, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors, or assigns.

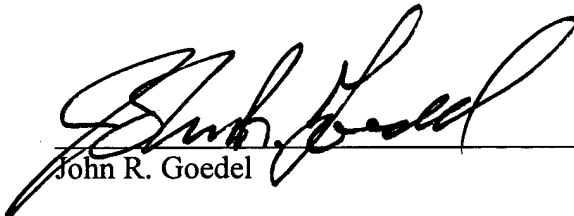
In making the above disclaimer, Petitioner does not disclaim the terminal part of any patent granted on the above-identified application that would extend to the full statutory term as presently shortened by any terminal disclaimer of United States Patent No. 6,253,698, in the event that any such issued patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321(a), has all claims cancelled by a reexamination certification, or is otherwise terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

For submissions on behalf of an organization (e.g. corporation, partnership, university, government agency, etc.), the undersigned (whose title is supplied below) is empowered to act on behalf of the organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date: _____

6/28/01



John R. Goedel

THE STATEMENT BELOW IS FOR OFFICE USE ONLY

In accordance with the decision granting the petition filed on _____, _____,
this terminal disclaimer is accepted. The period of patent lapse specified above has been
accepted as equivalent to _____ months.

Petitions Examiner



23552

PATENT TRADEMARK OFFICE

11-17-1998

FORM PTO-1595

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

M&G- 12570.1US01

RE



100879381

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

John R. Goedel

2. Name and address of receiving party(ies):

MarineGlo Corporation
12790 Primrose Lane
Suite 215
Eden Prairie, MN 55344

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: October 27, 1998

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

09/152,377

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James R. Chiapetta
Address: Merchant, Gould, Smith, Edell,
Welter & Schmidt
3100 Northwest Center
90 South Seventh Street
Minneapolis, MN 55402-4131

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James R. Chiapetta

Name of Person Signing

Signature

November 4, 1998

Date

Total number of pages including cover sheet, attachments, and document: 3

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

11/13/1998 SBURNS 00000263 09152377

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CONFIDENTIAL

M&G 12570.1US01

ASSIGNMENT

WHEREAS, I. John R. Goedel, residing at 12790 Primrose Lane, Suite 215, Eden Prairie, MN 55344, made certain new and useful inventions and improvements for which I filed an application for Letters Patent of the United States on September 14, 1998, application Serial No. 09/152,377 which is entitled PHOSPHORESCENT MARINE PRODUCTS.

AND WHEREAS, MarineGlo Corporation, a corporation organized and existing under and by virtue of the laws of the State of Minnesota, and having an office and place of business at 12790 Primrose Lane, Suite 215, Eden Prairie, MN 55344 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

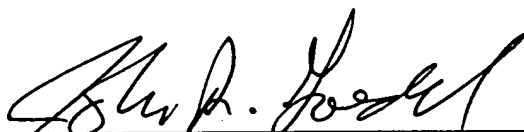
NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, I have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and I do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, I do hereby agree that I and my executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to me relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns

the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore I covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 27th day of October, 19 98.

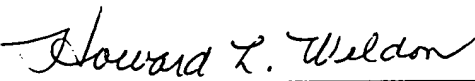


John R. Goedel

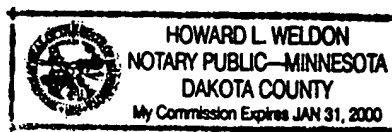
STATE OF MN)
) ss.
COUNTY OF Hennepin)

On this 27th day of October, 19 98, before me personally appeared John R. Goedel to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]



Notary Public



S/N 09/778,973

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: GOEDEL Examiner: SWINEHART, E.
Serial No.: 09/778,973 Group Art Unit: 3617
Filed: FEBRUARY 6, 2001 Docket No.: 12152.1USC1
Title: PHOSPHORESCENT MARINE PRODUCTS

CERTIFICATE UNDER 37 C.F.R. § 3.73(b)

MarineGlo Corporation, a corporation organized and existing under the laws of the State of Minnesota, having a place of business at 12790 Primrose Lane, Suite 215, Eden Prairie, Minnesota 55334, certifies that it is the assignee of the entire right, title and interest in the patent application identified above by an assignment from the inventor(s), of the patent application identified above. The assignment was recorded in the Patent and Trademark Office on November 10, 1998, at Reel 9576, Frame(s) 0475, or for which a copy is attached.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

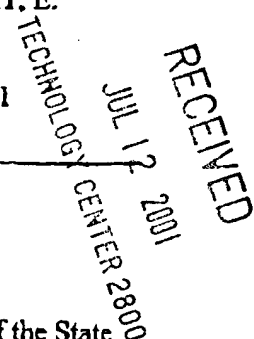
I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: 6/28/01

By: [Signature]

Name: John R. Goedel

Title: President, MarineGlo Corporation





**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JUL 02, 1999

PTAS

MERCHANT, GOULD, SMITH, ET AL.
JAMES R. CHIAPETTA
3100 NORWEST CENTER
90 SOUTH SEVENTH STREET
MINNEAPOLIS, MN 55402-4131



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**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/10/1998

REEL/FRAME: 9576/0475

NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

GOEDEL, JOHN R.

DOC DATE: 10/27/1998

ASSIGNEE:

MARINEGLO CORPORATION
12790 PRIMROSE LANE, SUITE 215
EDEN PRAIRIE, MINNESOTA 55344

SERIAL NUMBER: 09152377

FILING DATE: 09/14/1998

PATENT NUMBER:

ISSUE DATE:

MAURICE CARTER, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

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JUL 12 2001

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MERCHANT, GOULD
MINNEAPOLIS, MN 554